

STATE OF MONTANA
INVITATION FOR BID

Purchasing Dept.
Mt. School For Deaf & Blind
406-771-6000
406-771-6164 (fax)

THIS IS NOT AN ORDER

DATE: July 1, 2011

INVITATION FOR BID NO. 12-03

BID TITLE: Dairy Solids

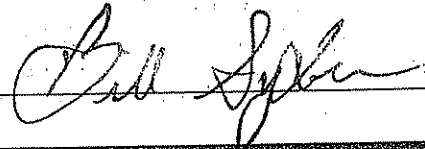
This bid consists of pages 1-5

SEALED BIDS will be received until 2 P.M. on

Month August Day 1st Year 2011

and will then be publicly opened by M.S.D.B. Personnel.

Issued by:



***RETURN BID IN SEALED ENVELOPE MARKED AS SHOWN:**

PURCHASING DEPT.
MT SCHOOL FOR DEAF & BLIND
3911 CENTRAL AVENUE
GREAT FALLS MT 59405-1697

BID No. 12-03

BID Opening Date: August 1, 2011

BEFORE MAILING, PLEASE:

- ** Review Standard Terms and Conditions
- ** Properly identify return envelope
- ** Sign your bid on the front page
- ** Initial any bid changes you made
- ** Submit bid security (if requested)
- ** Include literature (if requested)
- ** List contractor's licenses (if requested)
- ** Review & complete all requirements listed herein to ensure compliance

PLEASE COMPLETE

Delivery Date: _____ Payment Terms: _____

Supplier Name: _____

Typed/Printed Name: _____

By: _____ Phone () _____

Authorized Signature

NO RESPONSE

☐ Take me off the vendors list for this class item

☐ Keep me on the vendors list for future bids.

☐ OTHER: _____

IMPORTANT: SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

INVITATION FOR BID STANDARD TERMS AND CONDITIONS

REFERENCE TO CONTRACT

The contract (Purchase Order) number MUST appear on all invoices, packing lists, packages, shipping notices and correspondence pertaining to the contract.

SHIPPING

Goods shall be shipped prepaid, f.o.b. destination. In the event the contract terms specify f.o.b. shipping point, shipping charges will be prepaid and itemized as a separate item on invoicing. Such shipments shall be via least expensive way. The State of Montana reserves the right to refuse any C.O.D. delivery.

PAYMENT TERM DISCOUNTS/BILLING

All payment terms listed on this contract will be computed from the date of delivery of goods OR receipt of a properly executed invoice, whichever is later. State law allows agencies 30 days to pay such invoices.

TAX EXEMPTION

The State of Montana is exempt from Federal Excise Taxes. Exemption certificates will be furnished upon request.

NON-DISCRIMINATION

The contractor agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, creed, color, national origin, sex or age.

The contractor shall comply with the Disabilities Act of 1990.

HAZARDOUS CHEMICAL INFORMATION

The contractor shall provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous chemical to the user agency. All safety data sheets and labels will be in accordance with the Occupational Safety and Health Administration's "Hazard Communication Rule," 29 CFR 1910 and 50-78-101 through 50-78-402, Montana Codes Annotated.

VENUE

Any mediation, arbitration or litigation involving the contractor and the State, that may arise out of the bid, proposal or performance of a subsequent contract, shall be filed or heard in Lewis and Clark County, interpreted according to Montana law and each party shall pay its own costs and attorney fees.

INDEMNIFICATION

By accepting a contract, the contractor agrees to "hold the State harmless" and to DEFEND AND INDEMNIFY the State for any and all causes of action arising from the contractor's negligent execution of the contract.

ACCESS TO RECORDS

Per section 18-1-118, Montana Codes Annotated, the contractor must allow the legislative auditor and legislative fiscal analyst sufficient access to the contractor's records to determine the parties compliance to the terms of the contract. Refusal to allow access to these records will result in termination of the contract.

MINIMUM ORDER

Contracts (Purchase Orders) will not be issued for orders less than \$100 unless in the best interest of the State.

COLLUSION PROHIBITED

The signature on this bid guarantees that the prices quoted have been established without collusion with other contractors and without effort to preclude the State of Montana from obtaining the lowest possible competitive price.

FACSIMILE RESPONSES

Facsimile responses will be accepted ONLY if they are transmitted and received prior to the time set for receipt of bids (2:00 P.M.). Bids, or portions thereof, received after the due time will not be considered.

WARRANTIES

The contractor warrants that items bid will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Each item on which a contractor submits a quotation must be new and unused and of the latest model or manufacture unless otherwise specified by the State. It shall be equal in quality and performance characteristics to those indicated in the bid.

Descriptions used in this bid are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Goods delivered which do not conform to the contract terms, conditions or specifications may be rejected and returned at the contractor's expense.

Any exceptions to the specifications must be clearly indicated. Exceptions may be rejected.

ACCEPTANCE/REJECTION OF BIDS

The State of Montana reserves the right to accept or reject any or all bids, wholly or in part, to make awards in any manner deemed in the best interest of the State.

Bids will be firm for thirty days, unless stated otherwise.

PRICE SUBMISSION

For each item on which a contractor is bidding, one (1) principal price shall be listed in the unit price column and extended for the quantity requested. If the contractor elects to submit prices on additional supplies/services (alternate brands, models, items, etc.), the secondary price(s) and extension shall also be listed and will be considered only if the principal price is to receive the award. All-or-none bids may be submitted as alternatives and will be considered if clearly in the best interest of the State. All or none bids must contain item-by-item prices.

CLASS I DAIRY SOLIDS

1.0 SCOPE

1.1 Provide dairy solids and products for the period of **August 22, 2011 through June 1, 2012 TO THE MONTANA SCHOOL FOR THE DEAF AND BLIND (HEREINAFTER REFERRED TO AS MSDB)**.

1.2 FISCAL NOTATION

Delivery and payment cannot be made until after delivery of products as specified herein. REFER TO SECTION 4.0 FOR DELIVERY SPECIFICATIONS.

1.3 Bid prices will remain firm for the contract period.

1.4 Purchase Orders will be issued to the successful bidders.

2.0 BID REQUIREMENTS

2.1 All items must be bid in terms of the unit specified (i.e., dozens, cases, gallons, ounces, etc.). Failure to bid in specified units will result in those items being rejected.

2.2 Item quantities have been established by survey method, therefore, quantities may be decreased, increased, or cancelled.

2.3 All cases and containers to be clean, sanitary, sound, and free from rust and foreign odors. All products to be made from clean sweet cream, milk and milk products, fruit, and nuts in accordance with the best sanitary practice and State and city regulations.

2.4 All dairy products must comply with rules and regulations established by the Montana Department of Livestock for dairy products, and be furnished by licensed, Grade A dealers.

2.5 All ice cream containers must be factory dated with packing dates. This date will not exceed one hundred eighty (180) days after packaging to date of delivery.

2.6 **MSDB** wishes to be included in any regional sales promotions exercised by the manufacturers.

3.0 PRODUCT ACCEPTANCE

3.1 All items are to be as specified or a pre-approved brand as required. Product approval of items will be made by contacting the individual agency and must be made prior to the mailing of the next award bid.

a. **PRE-APPROVED BRANDS:** A brand and/or product that has been evaluated and documented as meeting specifications and is acceptable to **MSDB** prior to issuance of the

CLASS I DAIRY SOLIDS

Invitation for Bid.

- b. PRE-APPROVAL PROCESS: All food brands that have been pre-approved will be indicated on the Invitation for Bid (IFB). No brands will be accepted other than those indicated on the IFB.

- 3.2 The following is a list of agency personnel that vendors are to contact to have additional brands considered for approval on future bids.

<u>Agency</u>	<u>Contact</u>	<u>Phone #</u> AREA CODE (406)
School for the Deaf & Blind	Maeona Lee	771-
6116	Bill Sykes	
771-6002		

4.0 DELIVERIES

- 4.1 Successful suppliers will commence deliveries as requested by **MSDB**.
- 4.2 Deliveries will be for the amount ordered or as requested by **MSDB**.
- 4.3 Deliveries will be made to the F.O.B. location for **MSDB** during the times requested by **MSDB**.
- 4.4 The supplier must prepare all products for shipment according to industry standards. All goods received must be undamaged from transit, delivered and invoiced in the amount ordered, and supplied at the pack, price, grade and/or brand name described in the Purchase Order. Any damaged product will be the responsibility of the supplier and will be replaced at no additional charge to **MSDB**.
- 4.5 Delivery tickets are to accompany each shipment and are to be signed by the receiver and three (3) copies left with the receiver. GOODS WILL NOT BE RECEIVED unless the shipment is accompanied by an itemized invoice.
- 4.6 All delivery invoices must contain pack size, brand, portion size and unit price.
- 4.7 F.O.B.

MONTANA SCHOOL FOR THE DEAF AND BLIND
3911 CENTRAL AVENUE
GREAT FALLS, MT 59405-1697

CLASS I DAIRY SOLIDS

5.0 ACCEPTANCE

- 5.1 **MSDB** has the right to reject any or all products that do not appear to meet specifications. Final inspection and acceptance of all products will be made at the time the product is opened and prepared for use in the kitchens.
- 5.2 Unused product must be picked up by the supplier and credited at the discretion of **MSDB**.
- 5.3 All ice cream products must be hard frozen and free of ice crystals from date of packing through date product is received at the location. Any product that appears to have thawed or has crystals will be refused.

6.0 PAYMENT

- 6.1 Payment to the supplier will be made by **MSDB** from the approved delivery invoice. Payment will be accomplished within thirty (30) days of receipt of goods or invoicing, whichever is later, if product is as specified and statements are in proper form.
- 6.2 Monthly statements are to be submitted as noted in the "Bill to. . .:" location identified on the Purchase Order.

7.0 TERMINATION/CANCELLATION

- 7.1 Either party reserves the right to terminate this contract, with documented cause and mutual agreement in writing, by giving a forty-five (45) day written notice.
- 7.2 Continuous problems of various natures will also constitute cancellation of this contract.
- 7.3 In case of default by either party, cancellation will proceed as follows:
 - a. Written notification of default will be presented to the party or sent by certified mail requiring remedy to the default and written explanation to be completed within five (5) days of receipt of notification. Failure to effect such corrections will be grounds for immediate cancellation.
 - b. If notice of default has been repetitive or overall performance of contract is unsatisfactory; if the same default repeats on more than two (2) occasions, the third (3rd) default of any nature will cancel the contract.
 - c. If such default results in a public health or safety hazard, remedy or cancellation shall be effected

DAIRY SOLIDS

2011 - 2012 school year

Must indicate pack size and price per ounce for bid to be considered.

CLASS	ITEM	ITEM DESCRIPTION	QUANTITY	UNIT PRICE/OUNCE	EXTENSION
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DAIRY SOLIDS

275-20 (IS THIS A MONTANA MADE PRODUCT) YES _____

Butter: 1 pound block.

PACK: _____ oz/ _____ cs

1000 lbs

275-20 (IS THIS A MONTANA MADE PRODUCT) YES _____

Butter, whipped: 1 pound container.

PACK: _____ oz/ _____ cs

200 lbs

275-20 (IS THIS A MONTANA MADE PRODUCT) YES _____

Butter Pats: individually separated and individually protected.

PACK: _____ oz/ _____ cs

3 cs

275-20 (IS THIS A MONTANA MADE PRODUCT) YES _____

Cottage Cheese: Semi-dry. 2 % low fat, to be made from pasteurized milk from licensed producers. Cheese to be white, soft with a mild sour taste, but free from high acidity or evidence of mold. Finished product in prime condition when delivered. To be packed in 5 lb containers.

PACK: _____ oz/ _____ cs

350 lbs

275-20 (IS THIS A MONTANA MADE PRODUCT) YES _____

Cottage Cheese: Semi-dry. 1 % low fat, to be made from pasteurized milk from licensed producers. Cheese to be white, soft with a mild sour taste, but free from high acidity or evidence of mold. Finished product in prime condition when delivered. To be packed in 5 lb containers.

PACK: _____ oz/ _____ cs

350 lbs

275-20 (IS THIS A MONTANA MADE PRODUCT) YES _____

Cottage Cheese: Semi-dry. 1 % low fat, to be made from pasteurized milk from licensed producers. Cheese to be white, soft with a mild sour taste, but free from high acidity or evidence of mold. Finished product in prime condition when delivered. To be packed in 1 lb containers.

PACK: _____ oz/ _____ cs

200 lbs

275-20 (IS THIS A MONTANA MADE PRODUCT) YES _____

Sour Cream, commercial: 5 lb. containers, to be provided from a licensed producer, to be white, soft and with a mild sour taste, but free from high acidity or evidence of mold. Finished product in prime condition when delivered.

Minimum 18 % butterfat.

PACK: _____ oz/ _____ cs

150 lbs

275-20 (IS THIS A MONTANA MADE PRODUCT) YES _____

Sour Cream: 24 ounce container, to be provided from a licensed producer, to be white, soft and with a mild sour taste, but free from high acidity or evidence of mold. Finished product in prime condition when delivered.

Minimum 18 % butterfat.

PACK: _____ oz/ _____ cs

100 lbs

275-20 (IS THIS A MONTANA MADE PRODUCT) YES _____

Sour Cream: 16 ounce container, to be provided from a licensed producer, to be white, soft and with a mild sour taste, but free from high acidity or evidence of mold. Finished product in prime condition when delivered.

Minimum 18 % butterfat.

PACK: _____ oz/ _____ cs

100 lbs

275-20 (IS THIS A MONTANA MADE PRODUCT) YES _____

Sour Cream: 8 ounce container, to be provided from a licensed producer, to be white, soft and with a mild sour taste, but free from high acidity or evidence of mold. Finished product in prime condition when delivered.

Minimum 18 % butterfat.

PACK: _____ oz/ _____ cs

150 lbs

275-20 (IS THIS A MONTANA MADE PRODUCT) YES____
Yogurt: Assorted flavors. Low fat, fat free
or similar item lowest in fat content, 8 ounce container.
PACK: ____ oz/ ____ cs

80 cs

275-20 (IS THIS A MONTANA MADE PRODUCT) YES____
Ice Cream: Assorted flavors such as vanilla, chocolate,
fudge, mint chocolate chip, strawberry, neopolitan
chocolate chip, cookies and cream, chocolate marshmallow,
tin roof sundae, vanilla/orange, totally nuts, heavenly hash,
cookie dough, maple nut, butter pecan, strawberry & cream,
french vailla, mint, tin can alley, murdle mountain,
campfire conundrum and/or any name similar to above.
To be packaged in 1/2 gallon containers, to be
manufactured from pasteurized milk, contain not
less than 26% solids and to be manufactured
according to federal standards.

PACK: ____ oz/ ____ cs

600 cs

275-20 (IS THIS A MONTANA MADE PRODUCT) YES____
Ice cream, Bulk: 3 gallon containers only.
To be manufactured from pasteurized milk,
weigh not less than 4 # per gallon, contain not less than
36% solids and to be manufactured according to
federal standards.

Assortment of strawberry, chocolate and vanilla

PACK: ____ oz/ ____ cs

10
each flavor

275-20 (IS THIS A MONTANA MADE PRODUCT) YES____
Cream Cheese: 8 to 16 ounce container,
2 % if available, assorted flavors
PACK: ____ oz/ ____ cs

100 each

275-20 (IS THIS A MONTANA MADE PRODUCT) YES____
Ice Cream Sandwich (or comparable name):
individually wrapped. Vanilla, strawberry (pink)
or Neapolitan ice cream filling.
PACK: ____ oz/ ____ cs

36 doz

275-20 (IS THIS A MONTANA MADE PRODUCT) YES____
Ice cream cup: chocolate or fudge & vanilla swirl and/or
strawberry/vanilla swirl or vanilla and orange swirl or
marbled appearance and/ or a combination of either flavor.
PACK: ____ oz/ ____ cs

700 each

275-20 (IS THIS A MONTANA MADE PRODUCT) YES____

Dixie Cups: vanilla flavor.

PACK:____oz/____cs

700 each

_____.

275-20 (IS THIS A MONTANA MADE PRODUCT) YES____

Dixie Cups: Chocolate flavor.

PACK:____oz/____cs

700 each

_____.

275-20 (IS THIS A MONTANA MADE PRODUCT) YES____

Sherbet Cups: Any flavor.

PACK:____oz/____cs

700 each

_____.

275-20 (IS THIS A MONTANA MADE PRODUCT) YES____

Sherbet: Flavors include orange, lime, pineapple,
raspberry, triple fruit, watermelon, rainbow.

1 gallon packages.

PACK:____oz/____cs

500 each

_____.

275-20 (IS THIS A MONTANA MADE PRODUCT) YES____

Sherbet: Flavors include orange, lime, pineapple,
raspberry, triple fruit, watermelon, rainbow.

½ gallon or approximately 56 ounce packages.

PACK:____oz/____cs

500 each

_____.

275-20 (IS THIS A MONTANA MADE PRODUCT) YES____

Fudge Bars: individually wrapped, with stick.

PACK:____oz/____cs

36 doz

_____.

275-20 (IS THIS A MONTANA MADE PRODUCT) YES____

Ice Cream Crunch bar or Toffee bar:
individually wrapped, with stick, any brand.

PACK:____oz/____cs

36 doz

_____.

275-20 (IS THIS A MONTANA MADE PRODUCT) YES____

Ice Cream bar: individually wrapped, with stick, any brand.

PACK:____oz/____cs

36 doz

_____.

275-20 (IS THIS A MONTANA MADE PRODUCT) YES___

Ice Cream sandwich: individually wrapped,

PACK: ___oz/___cs

36 doz

275-20 (IS THIS A MONTANA MADE PRODUCT) YES___

Ice Cream Cone: Nutty Buddy comparable,
individually wrapped.

PACK: ___oz/___cs

36 doz

275-20 (IS THIS A MONTANA MADE PRODUCT) YES___

Dream Cycles or bars or comparable, assorted flavors,
individually wrapped.

PACK: ___oz/___cs

36 doz

275-20 (IS THIS A MONTANA MADE PRODUCT) YES___

Popcycles: Assorted flavors,
individually wrapped, with stick.

PACK: ___oz/___cs

36 doz

275-20 (IS THIS A MONTANA MADE PRODUCT) YES___

Fruit Drink, liquid: Orange Juice. 1 gallon

PACK: ___oz/___cs

36 doz

275-20 (IS THIS A MONTANA MADE PRODUCT) YES___

Fruit Drink, liquie: Orange Juice. ½ gallon

PACK: ___oz/___cs

36 doz

275-20 (IS THIS A MONTANA MADE PRODUCT) YES___

Fruit Drink or Punch, liquid: Included flavors could be:
island, tropical, raspberry, orange, lemon lime,
fruit, citrus, mango or similar flavors. 1 gallon containers

PACK: ___oz/___cs

36 doz

275-20 (IS THIS A MONTANA MADE PRODUCT) YES___

Fruit Drinks, liquid: Included flavors could be:
island, tropical, raspbetty, orange, lemon lime,
fruit, citrus, mango or similar flavors . ½ gallon containers

PACK: ___oz/___cs

36 doz